

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2006

Division: Engineering

Bulk Item: Yes X No

Department: Facilities Development

Staff Contact Person: Jerry Barnett

AGENDA ITEM WORDING: Approval to renew the lease agreement with Advanced Modular Structures for temporary housing at the Tavernier Fire Station.

ITEM BACKGROUND: Advanced Modular Structures, Inc. (AMS), modified a modular unit to meet the housing requirements of the Tavernier fire staff. The original agreement is dated in May, 2005. The renovation of the fire station was delayed. A Bid Opening for the renovation project is scheduled for May 17, 2006.

PREVIOUS RELEVANT BOCC ACTION: On May 18, 2005 the BOCC approved a lease agreement with Advanced Modular Structures, Inc. for lease of a trailer for one year to be used as temporary housing for fire crew at Tavernier Fire Station.

CONTRACT/AGREEMENT CHANGES: Agreement to be on a month to month basis. Monthly fee remains the same.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$1,850.00 per month

BUDGETED: Yes X No


COST TO COUNTY: Same

SOURCE OF FUNDS: One-Cent Infrastructure

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


David S. Koppel, P.E.

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>Advanced Modular Struct</u>	Contract #	<u> </u>
		Effective Date:	<u>09/06</u>
		Expiration Date:	<u>Month to Month</u>

Contract Purpose/Description:

To renew agreement on a month to month basis for the rental of a modular unit until the renovations of the Tavernier Fire Station are complete.

Contract Manager:	<u>Ann Riger</u>	<u>4439</u>	<u>Facilities Develop/Stop #1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 05/17/06 Agenda Deadline: 05/02/06

CONTRACT COSTS

Total Dollar Value of Contract: \$	1,850 per month	Current Year Portion: \$	1,850.00
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Budgeted? Yes ☒ No ☐ Account Codes: 304-26000-560620-CP0608-530440

Grant: \$ N/A

County Match: \$ N/A

ADDITIONAL COSTS



Estimated Ongoing Costs: \$_____/yr

(Not included in dollar value above)

For:

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5-1-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		5-1-06
Risk Management	4-21-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slawson	4-21-06
O.M.B./Purchasing	4/24/06	Yes <input type="checkbox"/> No <input type="checkbox"/>		4/25/06
County Attorney	4-19-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	John Hunsaker	4-19-06

Comments:

RENEWAL AGREEMENT

(Modular Unit Lease for Temporary Housing at the Tavernier Fire Station)

THIS Renewal is made and entered into this ^{16th} 17th day of May, 2006, between the COUNTY OF MONROE ("County") and ADVANCED MODULAR STRUCTURES, INC. ("Lessor") in order to renew the agreement dated May 18, 2005.

WHEREAS, County and Lessor entered into an agreement on May 18, 2005, for the purpose of leasing temporary housing for the fire crew for a 12 month period during renovations of the Tavernier Fire Station; and

WHEREAS, The modular unit was modified to meet the housing requirements of the Tavernier fire staff; and

WHEREAS, County began payment for the leased unit effective September, 2005; and

WHEREAS, Renovations of the Fire Station were delayed; and

WHEREAS, Request for Bids for the renovations are due May 17, 2006;

NOW, THEREFORE, County and Lessor agree to amend the agreement dated May 18, 2005 as follows:

1. Upon termination of the original Agreement dated May 18, 2005, this Agreement shall be on a month to month basis until renovations of the Tavernier Fire Station are complete.
2. The monthly fee for leasing the modular unit shall remain at \$1,850.00 per month.
3. All other provisions of the Agreement dated May 18, 2005 not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

Witness

ADVANCED MODULAR STRUCTURES, INC.

Witness

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Title


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
4-19-06

Mar 17 2005 3:41PM

ADVANCED MODULAR STRUCTURES 614771518

P. 2

ROUTING

<input checked="" type="checkbox"/>	Jerry
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



Advanced Modular Structures, Inc.

CONSTRUCTION AGREEMENT

MAR 17 2005

1911 N.W. 15th Street
Pompano Beach, FL 33069
CGC057488

Phone: 954-960-1550
Fax: 954-960-0747
ECA001954

Delivery Inspection and Acceptance

CUSTOMER:

Monroe County Construction S&S

SHIP TO:

Tavernier, FL

CONTACT:

Jerry

PHONE: (305) 295-4350

TRAILER #:

SERIAL #:

DESCRIPTION: (1) 12' x 60' Modular office

INSURABLE VALUE: \$39,175.00

DELIVERY DATE: 5/21/05

LEASE TERM: 12 mos

months
per mo.

COMPREHENSIVE TRAILER INSURANCE WITH

\$500.00 DEDUCTIBLE: Customer to pay.

per mo.

RENTAL RATE: \$1850.00

STEP RENTAL: not incl.

per mo.

DELIVERY: \$690.00

DECK/RAMP RENTAL: not incl.

per mo.

PICK UP: \$690.00

DECK/RAMP INSTALLATION: NA

INSTALLATION: \$815.00

MODIFICATION CHARGES: NA

UNBLOCKING: \$100.00

EXTERIOR: "New"		INTERIOR: "New"	
SEMI TRAILERS ONLY [] If checked, tire wear will be charged @ \$20.00 per 1/32" of wear.		SEMI TRAILERS ONLY [] Storage Only [] Mobile Storage	
Tire Measurement Out		Tire Measurement In	
RO Front: /32	RI Front: /32	RO Front: /32	RI Front: /32
RO Rear: /32	RI Rear: /32	RO Rear: /32	RI Rear: /32
LO Front: /32	LI Front: /32	LO Front: /32	LI Front: /32
LO Rear: /32	LI Rear: /32	LO Rear: /32	LI Rear: /32
License Plate No.:		License Plate No.:	

Customer hereby acknowledges that he/she has inspected the above named trailer and by signing this certificate accepts the condition of the trailer as noted. Customer is leasing this trailer from Advanced Modular Structures, Inc. in accordance with Terms and Conditions on the reverse side and in accordance with pricing as stated herein. If Customer terminates or defaults on the Terms and Conditions, any special promotional rates are forfeited and will become due.

By signing this certificate, Customer hereby accepts the insurance coverage as stated, or rejects the coverage, having been advised that this coverage is made available through the insurer. Customer hereby: Accepts: _____ Rejects: X

ADVANCED MODULAR STRUCTURES, INC.:

CUSTOMER:

Signature

Signature

Date:

Date:

Printed Name

Printed Name

ADVANCED MODULAR STRUCTURES, INC.

Under Terms and Conditions of lease agreement Monroe County BOCC a/k/a Lessee takes exception to the following conditions of Agreement:

1 (a) Payment shall be in accordance with the Florida Prompt Pay Act in order to provide for prompt payment by local government entities. Florida Statute 218.71

(b) Payment shall be in accordance with the Florida Prompt Pay Act. Florida Statute 218.71.

(c) Monroe County BOCC is exempt from sales and use taxes.

(i) (i) requires staff vigilance.

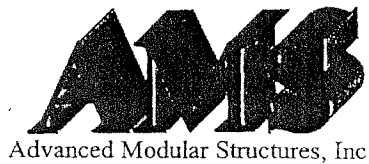
15. Requires waiver by BOCC of County policy re: contract only providing for venue in Monroe County.

TERMS AND CONDITIONS

ADVANCED MODULAR STRUCTURES, INC. hereinafter known as Lessor, leases to Customer a/k/a Lessee the equipment described under the following terms, covenants and conditions:

- (a) Rent is payable without demand and in advance each month. Charges other than the initial rental charge shall be billed in advance and payable to Advanced Modular Structures, Inc. with the initial rental charge. Such payment shall be made at 1911 NW 15th Street, Pompano Beach, FL 33069.
- (b) The parties hereto acknowledge a 10% late fee will be charged for all rents received after twenty (20) days of the date due, and shall be paid as additional rent, without notice to Lessee of such charge. Florida Statute 68.065 as may be amended from time to time will apply to any checks that are returned as unpaid. Any additional charges will be placed on the monthly rental statement and shall be deemed as additional rent.
- (c) Lessee will pay Lessor for sales and use taxes, fees or assessments imposed by the U.S. Government, any state government, or any county, city or other taxing authority including Department of Housing for property, excise and gross receipts, license and registration fees assessed on either an individual or prorated basis for any unit(s) of leased equipment based on purchase price, value, possession, use, situs, rentals, delivery or operation, and exclude any federal or state taxes relating to income. All additional payments specified shall be considered as additional rent.
- (d) Lessee will pay all costs and expenses including reasonable attorney fees incurred by Lessor in enforcing any of the terms, provisions, covenants, and indemnities provided herein whether in litigation or not.
- (e) Lessee, at Lessee's sole cost and expense, to keep said leased equipment at all times during the life of this Agreement in good repair and operating condition, free of any and all liens, encumbrances and to replace with new parts any and all badly worn or broken parts, including but not limited to tires and tubes if applicable, and Lessor agrees that upon termination of this Agreement by expiration, or otherwise, Lessee will return said leased equipment to Lessor at Lessor's address, at Lessee's cost and expense, in the same condition and state of repair as delivered to Lessee hereunder, ordinary wear and tear excepted.
- (f) It is the responsibility of Lessee to conduct an inspection of the leased equipment. Lessee has inspected the leased equipment and acknowledges the same to be in good condition and state of repair as specified in the written Inspection Form provided by Lessor showing the condition of said equipment, and that said equipment is satisfactory and acceptable to Lessee. Lessor has made no warranties, express or implied with respect to the leased equipment or any portion thereof and has not made, and shall not be bound by, any statements, agreements, or representations not specifically set out herein, unless in writing and signed by Lessor. No payment of any kind shall be made to Lessee from Lessor for loss or damage caused directly or indirectly by rain, dampness or from any source. Any damage notification must be provided in writing within twenty-four (24) hours of delivery via facsimile or by actual delivery to ADVANCED MODULAR STRUCTURES, INC.'S business address. TELEPHONE COMMUNICATION TO ADVANCED MODULAR STRUCTURES, INC. IS NOT ACCEPTABLE.
- (g) Notwithstanding subparagraph (f), if this Lease is for a custom building, which has been ordered in accordance with Lessee's specifications and is not from Lessor's current inventory the commencement date of this lease shall be the date on which the building is installed and ready for occupancy by the Lessee, excluding work to be performed by Lessee to make building ready for occupancy. If installation is delayed by act or omission of Lessee, lease payments shall commence five (5) days after Lessee is notified of completion of the building.
- (h) Lessee acknowledges that Lessor's delivery of the leased equipment is subject to delays in manufacture, delivery, installation due to fire, flood, windstorm, civil disobedience, strike, failure to secure materials from the usual source of supply, acts of God, or any circumstances beyond Lessor's control that shall prevent the manufacture of products or the deliveries in the normal course of business. It is further understood and agreed that Lessee will have no claim against Lessor for liquidated damages or any other money damages, which may be Lessee's responsibility pursuant to any contract which Lessee may have entered into and the leased equipment to be provided under the Lease Agreement is or may be related thereto.
- (i) In the event that Lessee wishes to terminate the Lease, upon lease expiration, and have the leased equipment removed or picked-up, they must provide Advanced Modular Structures, Inc. in writing, at least thirty (30) days for a single wide unit, sixty (60) days for a multiple unit complex and five (5) days for semi trailers/containers, prior to the date of request of the pick-up of the leased equipment by Lessor. If Lessee fails to provide the 30-day or 60-day notice as stated herein to the Lessor for return of the leased equipment, Lessee agrees that return charges may be increased to rates higher than stated herein, and that a full month's rent will be due for partial month and rent will not be provided. Liability for damages and rent shall remain with Lessee until the trailer is in actual possession of Lessor.
- (j) Lessee shall provide free and clear access for delivery and return of the leased equipment by standard mobile transport vehicles (two wheel drive trucks). Lessee shall provide firm and level ground or no more than a six-inch slope from one end of the site to the other for safe installation of the leased equipment. Site selection is the sole responsibility of Lessee and Lessor shall have no responsibility for nor liability for determining the adequacy of any site of the set-up of the leased equipment where the site or environment impose abnormal conditions.
- (k) Lessor at any time following the expiration date of this agreement may request Lessee to return the leased equipment to the location designated by the Lessor or change any of the rates for the equipment leased hereunder.
- (l) If the Lessee, without any further written agreement, shall continue to possess or occupy the equipment leased hereunder after the expiration of this Lease or any extension thereof, with or without the consent of Lessor, the Lessee shall then be considered to have renewed the lease on a month to month basis subject to the Lessor's current monthly lease rate then in effect.
- (m) Termination of the lease shall become effective only when the Lessee has returned all such leased equipment to the location designated herein and has paid Lessor rents and charges allocable to the returned leased equipment which have accrued as of the time of return.
- (n) ALL WARRANTIES OF ANY KIND, INCLUDING SPECIFIC, EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED.
- (o) Lessee agrees not to overload leased equipment, defined as, any amount in excess as indicated by law for the leased equipment.
- (p) Lessee shall have no right to move or relocate said leased equipment without prior written consent of Lessor. In the event the leased equipment is to be relocated, Lessor may impose such additional relocation fees as may be necessary to insure that the leased equipment is located and maintained in accordance with good business practices.
- (q) This transaction is a lease and not a sale. The parties understand and agree that Lessee does not acquire hereunder, or by payment of said rental, any right, title or interest in or to said leased equipment or any part thereof, except the right to possession and use of said leased equipment during the term of this lease; provided, Lessee shall not be in default in performance hereunder.
- (r) Lessee hereby specifically indemnifies Lessor, and agrees to hold Lessor harmless, against all loss and damages Lessor may sustain or suffer because of:
 - (a) The loss of damage to said leased equipment, or any part thereof because of collision;
 - (b) The loss of or damage to said leased equipment, or any part thereof because of fire, lightning, theft;
 - (c) The loss of or damage to said leased equipment because of flood, windstorm, explosion;
 - (d) The death of, injury to, or damage to the property of, any third person, as a result of, in whole or in part, the use or condition said leased equipment or any part thereof;
 - (e) The failure of Lessee to maintain said leased equipment as agreed and provided herein.
- (s) Lessee further agrees, at Lessee's cost and expense to procure and deliver to Lessor, simultaneously with or prior to delivery to Lessee of the leased equipment to be leased hereunder, and keep in full force and effect during the entire term of this Agreement, a policy or policies of insurance satisfactory to Lessor as to the Underwriting Company and as to the type and amount of coverage, with premiums prepaid therein for the term of this Agreement, protecting Lessor against all loss and damages it may sustain or suffer because of (1) the loss of or damage to said leased equipment, or any part thereof, because of fire, theft, lightning, flood, windstorm, explosion or other casualty; (2) the loss of or damage to said leased equipment, or any part thereof, because of collision; (3) the death of, injury to, or damage to the property of any third person as a result of in whole or in part, the use or condition of said leased equipment or any part thereof, while in the custody, possession, or control of Lessee with limits of \$300,000.00 as to personal injury liability and \$300,000.00 as to property damage liability. It is understood that procurement of insurance by Lessee as herein provided shall not, and does not, affect Lessee's covenants, obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the equipment leased hereunder shall not terminate this Lease, except to the extent, and only to the extent, that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability hereunder, Lessee is, and shall be and remain, a full insurer of the leased equipment, and Lessee hereby releases and waives any and all defenses available to a holder by law.
- (t) It is further understood and agreed that in addition to comprehensive personal injury and property damage insurance as specified in (s) the Lessee agrees to provide comprehensive general liability including contractual coverage for hold harmless agreements contained herein and the certificates of insurance required to be furnished hereunder should contain said language and name Lessor as a loss payee.
- (u) If Lessee fails to provide proof of insurance satisfactory to Lessor as stated in (s) and (t) Lessor shall increase monthly rent by 18%, but not less than twenty-five dollars per month for office trailers and not less than \$8.00 for semi trailers/containers, and Lessee shall be obligated to pay the additional rent.
- (v) Lessee shall be obligated to pay the additional rent:
 - (i) Lessor, at the option of Lessee, will provide insurance coverage on the leased equipment for the following coverage(s) only:
 - (a) damages caused by acts of God, fire, theft, wind storm and vandalism.
 - (ii) The coverage provided is for the value of the leased equipment to cover property damage to the leased equipment, not its contents or surrounding property, the coverage provides a \$500 deductible, which is Lessee's obligation, and requires that the Lessee notify the Lessor in writing via facsimile or by actual delivery to ADVANCED MODULAR STRUCTURES, INC.'S business address, or if not provided as stated herein, within twenty-four (24) hours of the claim, or if the claim occurred on a weekend or holiday within twenty-four (24) hours of the discovery of the claim. TELEPHONE COMMUNICATION TO ADVANCED MODULAR STRUCTURES, INC. IS NOT ACCEPTABLE.
- (w) The coverage provided by Lessor excludes the following coverage(s):
 - (i) neglect or lack of maintenance which causes the damage;
 - (ii) cleaning, lost keys, improper maintenance by Lessee;
 - (iii) negligence by Lessee, Lessee's agents and employees, third parties which cause damage to the leased equipment;
 - (iv) liability for injuries to customers; Lessee, Lessee's agents and employees, third parties, business invitees of Lessee; invites of Lessee or against any person who becomes injured or suffers property damage due to Lessee's negligence, or any injuries as a result of the leased property.
- (x) Lessee must obtain their own liability insurance as stated above in paragraphs (s) and (t). If Lessee elects to have Lessor provide the insurance coverage as stated in paragraph (s) (i), it agrees to pay the sum of (refer to paragraph 1 for monthly charge) per month, which will be considered as an additional rental charge to the monthly lease amount. The amount charged is to be considered earned premium for the coverage as of the first day of the rental period, and is not subject to any readjustments or pro-rates. If Lessee does not provide proof of coverage acceptable to Lessor, the Lessor shall have the right to force place the insurance required in this Lease and change the Lessee as additional rent for procuring the coverage, not to exceed actual cost, including Lessor's administrative expenses, or 15% of the monthly rent, whichever is greater. In no case shall the monthly charge be less than twenty-five dollars for office trailers and \$8.00 for semi trailers/containers. All amounts to be billed as additional rent, with no readjustments or pro-rates.
- (y) The rental charge term reference "month" shall be defined as a 30 day period based upon a 360 day year. All rent and other charges hereunder will be billed twelve times per year, beginning with the commencement date of the lease, unless another billing date is specified and agreed to in writing by Lessor and Lessee. Rent will be billed on the commencement date of the lease and continue to be billed on the same calendar day thereafter. A partial month will be billed as a full month.
- (z) All amounts due under this contract not paid within twenty (20) days of the due date shall accrue a default interest charge of the maximum legal amount allowed (with a 12% minimum) for all unpaid amounts.
- (aa) Lessee has all responsibility to secure and pay for Lessee's account and any all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of said equipment leased hereunder. Lessee agrees that all certificates of title of registration applicable to the equipment leased hereunder shall reflect Lessor's ownership thereof.
- (ab) Lessor reserves to itself the right to place upon each piece of equipment leased hereunder the name of the Lessor and Lessee agrees not to remove said words or permit or cause any other person to do so.
- (ac) Lessee shall notify Lessor immediately of any levy or seizure or normal capacity, misused, abused or neglected, Lessor may summarily remove and repossess said leased equipment, giving (24) hour notice to Lessee in writing, believes the same to be overloaded beyond normal capacity, misused, abused or neglected, Lessor may summarily remove and repossess said leased equipment, giving (24) hour notice to Lessee in writing, thereby vesting in Lessor, the right, without any notice or demand to declare all unpaid lease rentals to be due and payable forthwith and to retake and retain said leased equipment free of all rights of Lessee without any further liability or obligation to redeliver the same or any part thereof to Lessee and without any intent, releasing Lessee from Lessee's covenants, obligations and indemnities provided hereunder, including but not limited to Lessee's obligation for the payment of rent.
- (ad) Lessee will indemnify and hold harmless Lessor for any damage to Lessee's property or the property of any third parties incurred during repossession of the leased equipment by Lessor.
- (ae) In the event the leased equipment is recovered by Lessor, Lessor shall have a lien on Lessee's property transported and or stored in the leased equipment for all charges and expenses incurred by Lessor under the terms of this Lease Agreement, including those caused by damage or destruction of the leased equipment. Lessor shall have the right to sell as agent for Lessee, at public or private sale, with or without notice to Lessee, any property Lessee transported and/or stored toward satisfaction of all such charges plus any costs of collection.
- (af) Lessee shall not make, suffer, or permit any unlawful use or unlawful material storage in said leased equipment. Lessee shall not without Lessor's prior written consent thereto make or suffer any changes, alterations, or improvements in or to said leased equipment or remove therefrom any parts, accessories, attachments, or other equipment. Leased equipment returned with accessories, attachments, items missing or in need of repair will continue to be considered as rented until the missing property is returned or replacement cost is paid or repairs are completed.
- (ag) Lessee agrees to comply with, perform and execute all laws, rules, regulations, or orders of all state, federal or local government to agencies which in any way affect or relate to, or are applicable to any of the leased equipment or to the use, operation, maintenance or storage thereof, and to indemnify and hold harmless Lessor or Lessor's assignee from any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of any such law, rule regulation or order by Lessee or his employees or by any other person, or that may result from the use, possession, operation, maintenance, possession or storage of any of the leased equipment and from all loss of or damage thereto and from and against all loss, damage, arising or incurred because of the storage, maintenance, use, handling, repair, loading, unloading or operation, of any of the leased equipment thereon or thereon.
- (ah) Lessee will indemnify and save Lessor harmless from any loss, cost or expense of any kind from any liability to any person or entity on account of any damage to persons or property arising out of any failure of Lessee to comply in any respect with and perform any of the requirements and provision of the Lease.
- (ai) Lessee shall not have the right to assign this Lease, sublet, rent, otherwise hire out, part with possession of, any of said leased equipment to any person, firm, partnership, association or corporation, without prior written consent of Lessor, consents shall not be unreasonably withheld. Lessor may at anytime, without notice to Lessee, transfer, assign or grant a security interest in this Lease Agreement or any item or any Rental or other sums due or to become due hereunder. Lessor's Transferee and Assignee shall have all of Lessor's rights and remedies hereunder.
- (aj) This instrument contains the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understanding not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants and conditions, and other provisions of this agreement may hereafter be changed, amended, or modified only by an instrument in writing specifically purporting to do so and signed by the parties to be bound thereby. ANY AMENDMENT, MODIFICATION OR ADDENDUM TO THIS LEASE AGREEMENT TO BE BINDING, LESSOR MUST BE SIGNED BY AN EXECUTIVE OFFICER OF LESSOR. If this Lease Agreement or addendum hereto is not acceptable to Lessor, the Lessee will be notified within 21 days of the date of this Agreement. This lease and the terms and conditions as set forth herein are subject to the approval of the Chief Financial Officer of the Lessor.
- (ak) This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event any provision in this Agreement shall be deemed invalid, all other provisions shall survive and remain in full force and effect.
- (al) The parties hereby agree that venue is proper in Broward County, Florida for any legal action. Lessee waives any right to a trial by jury.
- (am) The parties hereby acknowledge that each and every promise, covenant and condition contained herein was bargained for, provided for, and agreed upon based on good and valuable consideration.
- (an) Lessee acknowledges that certain leased equipment and leased items will require a governmental entry permit. The permit will be the responsibility of Lessee to obtain, at Lessee's sole cost and expense. If the Lessee would like Advanced Modular Structures, Inc., on their behalf, to obtain the permit, Lessee will enter into a separate written agreement with Advanced Modular Structures, Inc. and the cost of obtaining that permit and a fee to be charged by Advanced Modular Structures, Inc. will be negotiated between the parties and is separate and distinct from this Lease Agreement.
- (ao) Lessee further acknowledges that steps or ramps for access to certain leased equipment are available. Lessee understands that if they rent steps or ramps from Lessor, Lessee is fully responsible for the safe use of the steps or ramps, and all conditions of this agreement apply to steps or ramps.
- (ap) LESSOR'S ADMINISTRATIVE COSTS Lessee shall reimburse Lessor for any administrative costs Lessor incurs in responding to requests from Lessee for Lessee to execute documents requiring review by Lessor's attorneys and consultants, including by way of illustration and not limitation, documents seeking to have Lessor waive its statutory lien rights in favor of a lender providing financing to Lessee with collateral based upon Lessee's personal property, lease subordination, lease modifications, attachment and assigned agreements and the like. Lessee shall be responsible for reimbursing Lessor for Lessor's attorney's, consultant's fees, Lessor's reasonable administrative costs in responding to same.

1911 15th Street
Pompano Beach, FL 33069
CGC057488



Advanced Modular Structures, Inc.

Phone: 954-960-1550
Fax: 954-960-0747
ECA001954

Delivery Inspection and Acceptance

CUSTOMER:
Monroe County Board of County Commissioners
1100 Simonton St., 2nd Fl Rm 2-215
Key West, FL 33040

SHIP TO:
Tavernier

CONTACT: Jerry
TRAILER #: 1761
DESCRIPTION: 2005 DSI Modular Office

PHONE: (305) 295-4350
SERIAL #: DSI15573
INSURABLE VALUE: \$37,175.00

DELIVERY DATE:
LEASE TERM: 12 months
RENTAL RATE: \$1850.00 per mo.
DELIVERY: \$690.00
PICK UP: \$690.00
INSTALLATION: \$815.00
UNBLOCKING: \$100.00

COMPREHENSIVE TRAILER INSURANCE WITH
\$500.00 DEDUCTIBLE: Customer to provide per mo.
STEP RENTAL: Not incl per mo.
DECK/RAMP RENTAL: NA per mo.
DECK/RAMP INSTALLATION:
MODIFICATION CHARGES:

EXTERIOR:				INTERIOR:			
SEMI TRAILERS ONLY [] If checked, tire wear will be charged @ \$20.00 per 1/32" of wear.				SEMI TRAILERS ONLY [] Storage Only [] Mobile Storage			
Tire Measurement Out				Tire Measurement In			
RO Front:	/32	RI Front:	/32	RO Front:	/32	RI Front:	/32
RO Rear:	/32	RI Rear:	/32	RO Rear:	/32	RI Rear:	/32
LO Front:	/32	LI Front:	/32	LO Front:	/32	LI Front:	/32
LO Rear:	/32	LI Rear:	/32	LO Rear:	/32	LI Rear:	/32
License Plate No.:				License Plate No.:			

Customer hereby acknowledges that he/she has inspected the above named trailer and by signing this certificate accepts the condition of the trailer as noted. Customer is leasing this trailer from Advanced Modular Structures, Inc. in accordance with Terms and Conditions on the reverse side and in accordance with pricing as stated herein. If Customer terminates or defaults on the Terms and Conditions, any special promotional rates are forfeited and will become due.

By affixing the initials of Customer, Customer either accepts the insurance coverage as stated, or rejects the coverage, having been advised that this coverage is made available through the Lessor. Customer hereby: Accepts: _____ Rejects: X

ADVANCED MODULAR STRUCTURES, INC.:

CUSTOMER: Monroe County Board of County Commissioners

Signature

Printed Name

Date: 7/6/05

Mayor Dixie M. Spivey
Date: 05/18/05

Printed Name

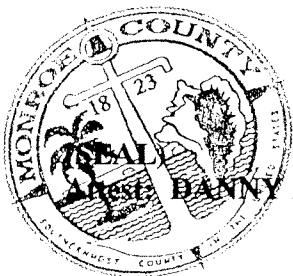
SUZANNE A. HUTTON
MONROE COUNTY ATTORNEY

DEPUTY CLERK

ADVANCED MODULAR STRUCTURES INC

Under Terms and Conditions of Lease Agreement the Parties agree to the following changes of the agreement:

1. (a) Payment shall be in accordance with the Florida Prompt Pay Act in order to provide prompt payment by local government entities. Florida Statute 218.71.
- (b). Payment shall be in accordance with the Florida Prompt Payment Act. Florida Statute 218.71.
- (c.) Monroe County BOCC is exempt from sales and use taxes.



DANNY L. KOLHAGE

By: *Janet Stanwick*
Deputy Clerk

**BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA**

By: *L. J. M. Spehar*
Mayor/Chairman

Date: May 18, 2005

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 12/05/05

(SEAL)

Attest:

By: _____

Title: _____

ADVANCED MODULAR STRUCTURES INC

By: *Patricia A. Wells*

Title: Vice President

TERMS AND CONDITIONS

ADVANCED MODULAR STRUCTURES, INC. hereafter known as Lessor, leases to Customer a/s/a Lessee the equipment described under the following terms, covenants and conditions:

- (a) Rent is payable without demand and in advance each month. Charges other than the initial rental charge shall be billed in advance and payable to Advanced Modular Structures, Inc. with the initial rental charge. Such payment shall be made at 15111 NW 15th Street, Pompano Beach, FL 33069.
- (b) The parties hereto acknowledge a 10% late fee will be charged for all rents received after twenty (20) days of the date due, and shall be paid as additional rent, without notice to Lessee of such charge. Florida Statute 68.065 as may be amended from time to time will apply to any checks that are returned as unpaid. Any additional charges will be placed on the monthly rental statement and shall be deemed as additional rent.
- (c) Lessee will pay Lessor for sales and use taxes, fees or assessments imposed by the U.S. Government, any state government, or any county, city or other taxing authority including Department of Housing for property, excise and gross receipts, license and registration fees assessed on either an individual or prorated basis for any unit(s) of leased equipment based on purchase price, value, possession, use, situs, rentals, delivery or operation, and exclude any federal or state taxes relating to income. All additional payments specified shall be considered as additional rent.
- (d) Lessee will pay all costs and expenses including reasonable attorney fees incurred by Lessor in enforcing any of the terms, provisions, covenants, and indemnities provided herein whether in litigation or not.
- (e) Lessee agrees, at Lessee's sole cost and expense, to keep said leased equipment at all times during the life of this Agreement in good repair and operating condition, free of any and all liens, encumbrances and to replace with new parts any and all badly worn or broken parts, including but not limited to tires and tubes if applicable, and Lessee agrees that upon termination of this Agreement by expiration, or otherwise, Lessee will return said leased equipment to Lessor at Lessor's address, at Lessee's cost and expense, in the same condition and state of repair as delivered to Lessee hereunder, ordinary wear and tear excepted.
- (f) It is the responsibility of Lessee to conduct an inspection of the leased equipment. Lessee has inspected the leased equipment and acknowledges the same to be in good condition and state of repair as specified in the written Inspection Form provided by Lessor showing the condition of said equipment, and that said equipment is satisfactory and acceptable to Lessee. Lessor has made no warranties, express or implied with respect to the leased equipment or any portion thereof and has not made, and shall not be bound by, any statements, agreements, or representations not specifically set out herein, unless in writing and signed by Lessor. No payment of any kind shall be made to Lessee from Lessor for loss or damage caused directly or indirectly by rain, dampness or from any source. Any damage notification must be provided in writing within twenty-four (24) hours of delivery via facsimile or by actual delivery to ADVANCED MODULAR STRUCTURES, INC.'S business address. TELEPHONE COMMUNICATION TO ADVANCED MODULAR STRUCTURES, INC. IS NOT ACCEPTABLE.
- (g) Notwithstanding subparagraph 5(a), if this Lease is for a custom building, which has been ordered in accordance with Lessee's specifications and is not from Lessor's current inventory the commencement date of this lease shall be the date on which the building is installed and ready for occupancy by the Lessee, excluding work to be performed by Lessee to make building ready for occupancy. If installation is delayed by act or omission of Lessee, lease payments shall commence five (5) days after Lessee is notified of completion of the building.
- (h) Lessee acknowledges that Lessor's delivery of the leased equipment is subject to delays in manufacture, delivery, installation due to fire, flood, windstorm, civil disobedience, strike, failure to secure materials from the usual source of supply, acts of God, or any circumstances beyond Lessor's control that shall prevent the manufacture of products or the deliveries in the normal course of business. It is further understood and agreed that Lessee will have no claim against Lessor for liquidated damages or any other money damages, which may be Lessee's responsibility pursuant to any contract which Lessee may have entered into and the leased equipment to be provided under the Lease Agreement is or may be related thereto.
- (i) In the event that Lessee wishes to terminate the Lease, upon lease expiration, and have the leased equipment removed or picked-up, they must provide to Advanced Modular Structures, Inc., in writing, at least thirty (30) days for a single wide unit, sixty (60) days for a multiple unit complex and five (5) days for semi trailers/containers, prior to the date of request of the pick-up of the leased equipment by Lessor. If Lessee fails to provide the 30-day or 60-day notice as stated herein to the Lessor for return of the leased equipment, Lessee agrees that return charges may be imposed to rates higher than stated herein, and that a full month's rent will be due for partial month and rent will not be prorated. Liability for damages and rent shall remain with Lessee until the trailer is in actual possession of Lessor.
- (j) Lessee shall provide free and clear access for delivery and return of the leased equipment by standard mobile transport vehicles (two wheel drive trucks). Lessee shall provide firm and level ground or no more than a six-inch slope from one end of the site to the other for safe installation of the leased equipment. Site selection is the sole responsibility of Lessee and Lessor shall have no responsibility for nor liability for determining the adequacy of any site of the set-up of the leased equipment where the site or environment impose abnormal conditions.
- (k) Lessor at any time following the expiration date of this agreement may request Lessee to return the leased equipment to the location designated by the Lessor or change any of the rates for the equipment leased hereunder.
- (l) If the Lessee, without any further written agreement, shall continue to possess or occupy the equipment leased hereunder after the expiration of this Lease or any extension thereof, with or without the consent of Lessor, the Lessee shall then be considered to have renewed the lease on a month to month basis subject to the Lessor's current monthly lease rate then in effect.
- (m) Termination of the lease shall become effective only when the Lessee has returned all such leased equipment to the location designated herein and has paid Lessor rents and charges allocable to the returned leased equipment which have accrued as of the time of return.
- (n) ALL WARRANTIES OF ANY KIND, INCLUDING SPECIFIC, EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED
- (o) Lessee agrees not to overload leased equipment, defined as any amount in excess as indicated by law for the leased equipment.
- (p) Lessee shall have no right to move or relocate said leased equipment without a prior written consent of Lessor. In the event the leased equipment is to be relocated, Lessor may impose such additional relocation fees as may be necessary to insure that the leased equipment is located and maintained in accordance with good business practices.
- (q) This transaction is a lease and not a sale. The parties understand and agree that Lessee does not acquire hereunder, or by payment of said rental, any right, title or interest in or to said leased equipment or any part thereof, except the right to possession and use of said leased equipment during the term of this lease; provided, Lessee shall not be in default in performance hereunder.
- (r) Lessee hereby specifically indemnifies Lessor, and agrees to hold Lessor harmless, against all loss and damages Lessor may sustain or suffer because of:
 - (a) The loss of damage to said leased equipment, or any part thereof because of collision,
 - (b) The loss of or damage to said leased equipment, or any part thereof because of fire, lightning, theft,
 - (c) The loss of or damage to said leased equipment because of flood, windstorm, explosion,
 - (d) The death of, injury to, or damage to the property of, any third person, as a result of, in whole or in part, the use or condition of said leased equipment or any part thereof while in the custody, possession, or control of Lessee,
 - (e) The failure of Lessee to maintain said leased equipment as agreed and provided therein.
- (s) Lessee further agrees, at Lessee's cost and expense to procure and deliver to Lessor, simultaneously with and prior to delivery to Lessee of the leased equipment to be leased hereunder, and keep in full force and effect during the entire term of this Agreement, a policy or policies of Insurance satisfactory to Lessor as to the Underwriting Company and as to the type and amount of coverage, with premiums prepaid thereon for the term of this Agreement, protecting Lessor against all loss and damages it may sustain or suffer because of (1) the loss of or damage to said leased equipment, or any part thereof, because of fire, theft, lightning, flood, windstorm, explosion or other casualty; (2) the loss of or damage to said leased equipment, or any part thereof, because of collision; (3) the death of, injury to, or damage to the property of any third person as a result of in whole or in part, the use or condition of said leased equipment or any part thereof, while in the custody, possession, or control of Lessee with limits of \$500,000.00 as to personal injury liability and \$500,000.00 as to property damage liability. It is understood that procurement of insurance by Lessee as herein provided shall not, and does not, affect Lessee's covenants, obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the equipment leased hereunder shall not terminate this Lease, except to the extent, and only to the extent, that Lessor is actually compensated by insurance paid for by Lessee. Lessee agrees to provide comprehensive general liability including contractual coverage for hold harmless agreements shall be and remain a full insurer of the leased equipment, and Lessee hereby releases and waives any and all defenses available to a bailee by law.
- (t) It is further understood and agreed that in addition to comprehensive personal injury and property damage insurance as specified in 4(e) the Lessee agrees to provide comprehensive general liability including contractual coverage for hold harmless agreements contained herein and the certificates of insurance required to be furnished hereunder should contain said language and name Lessor as a loss payee.
- (u) If Lessee fails to provide proof of insurance satisfactory to Lessor as stated in 4(e) and 4(f) Lessor shall increase monthly rent by 18%, but not less than twenty-five dollars per month for office trailers and not less than \$8.00 for semi trailers/containers, and Lessee shall be obligated to pay the additional rent.
- (v) Lessor, at the option of Lessee, will provide insurance coverage on the leased equipment for the following coverage(s) only:
 - (i) damages caused by acts of God, fire, theft, wind storm and vandalism.The coverage provided is for the value of the leased equipment to cover property damage to the leased equipment, not its contents or surrounding property, the coverage provides a \$500 deductible, which is Lessee's obligation, and requires that the Lessee notify the Lessor in writing via facsimile or by actual delivery to ADVANCED MODULAR STRUCTURES, INC.'S business address, or if not provided as stated herein, within twenty-four (24) hours of the claim, or if the claim occurred on a weekend or holiday within twenty-four (24) hours of the discovery of the claim. TELEPHONE COMMUNICATION TO ADVANCED MODULAR STRUCTURES, INC. IS NOT ACCEPTABLE.
- (w) The coverage provided by Lessor excludes the following coverage(s):
 - (i) neglect or lack of maintenance which causes the damage,
 - (ii) cleaning, lost keys, improper maintenance by Lessee,
 - (iii) negligence by Lessee, Lessee's agents and employees, third parties which cause damage to the leased equipment,
 - (iv) liability for injuries to customer, Lessee, Lessee's agents and employees, third parties, business invitees of Lessee, invitees of Lessee or against any person who becomes injured or suffers property damage due to Lessee's negligence, or any injuries as a result of the leased property.
- (x) Lessee must obtain their own liability insurance as stated above in paragraphs 4(e) and 4(f). If Lessee elects to have Lessor provide the insurance coverage as stated in paragraph 4(x)(i), it agrees to pay the sum of (refer to paragraph i for monthly charge) per month, which will be considered as an additional rental charge to the monthly lease amount. The amount charged is to be considered earned premium for the coverage as of the first day of the rental period, and is not subject to any readjustments or pro-rations. If Lessee does not provide proof of coverage acceptable to Lessor, the Lessor shall have the right to place the insurance required in this Lease and charge the Lessee as additional rent for procuring the coverage, not to exceed actual cost, including Lessor's administrative expenses, or 15% of the monthly rent, whichever is greater. In no case shall the monthly charge be less than twenty-five dollars for office trailers and \$8.00 for semi trailers/containers. All amounts to be billed as additional rent, with no readjustments or pro-rations.
- (y) The rental charge term reference "month" shall be defined as a 30 day period based upon a 360 day year. All rent and other charges hereunder will be billed twelve times per year, beginning with the commencement date of the lease, unless another billing date is specified and agreed to in writing by Lessor and Lessee. Rent will be billed on the commencement date of the lease and continue to be billed on the same calendar day thereafter. A partial month will be billed as a full month.
- (z) All amounts due under this contract not paid within twenty (20) days of the due date shall accrue a default interest charge of the maximum legal amount allowed (with a 12% minimum) for all unpaid amounts.
- (aa) Lessee has all responsibility to secure and pay for Lessee's account any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of said equipment leased hereunder.
- (ab) Lessee agrees that all certificates of title of registration applicable to the equipment leased hereunder shall reflect Lessor's ownership thereof.
- (ac) Lessor reserves to itself the right to place upon each piece of equipment leased hereunder the name of the Lessor and Lessee agrees not to remove said words or permit or cause any other person to do so.
- (ad) Lessee shall notify Lessor immediately of any levy or seizure and shall indemnify Lessor against loss or damage resulting therefrom. Lessor shall have the right to inspect said leased equipment from time to time during the term of this agreement and if Lessor believes the same to be overloaded beyond normal capacity, misused, abused or neglected, Lessor may summarily remove and repossess said leased equipment, giving (24) hour notice to Lessee in writing.
- (ae) In the event any act or obligation required of Lessee shall not be performed in the manner and at the time or times required by this agreement, Lessee shall thereby be and become in default under this agreement, thereby vesting in Lessor, the right, without any notice or demand to declare all unpaid lease rentals to be due and payable forthwith and to retake and retain said leased equipment free of all rights of Lessee without any further liability or obligation to redeliver the same or any part thereof to Lessee and without in any event, releasing Lessor from Lessee's covenants, obligations and indemnities provided hereunder, including but not limited to Lessee's obligation for the payment of rent.
- (af) Lessee will indemnify and hold harmless Lessor for any damage to Lessee's property or the property of any third parties incurred during repossession of the leased equipment by Lessor.
- (ag) In the event the leased equipment is recovered by Lessor, Lessor shall have a lien on Lessee's property transported and or stored in the leased equipment for all charges and expenses incurred by Lessor under the terms of this Lease Agreement, including those caused by damage or destruction of the leased equipment. Lessor shall have the right to sell as agent for Lessee, at public or private sale, with or without notice to Lessee, any property Lessee transported and/or stored toward satisfaction of all such charges plus any costs of collection.
- (ah) Lessee shall not make, suffer, or permit any unlawful use or unlawful material storage in said leased equipment. Lessee shall not without Lessor's prior written consent thereto make or suffer any changes, alterations, or improvements in or to said leased equipment or remove therefrom any parts, accessories, attachments, or other equipment. Leased equipment returned with accessories, attachments, items missing or in need of repair will continue to be considered as rented until the missing property is returned or replacement cost is paid or repairs are completed.
- (ai) Lessee agrees to comply with, perform and execute all laws, rules, regulations, or orders of all state, federal or local government to agencies which in any way affect or relate to, or are applicable to any of the leased equipment or to the use, operation, maintenance or storage thereof, and to indemnify and hold harmless Lessor or Lessor's assignee from any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of any such law, rule regulation or order by Lessee or his employees or by any other person, or that may result from the use, possession, operation, maintenance, possession or storage of any of the leased equipment and from all loss of or damage thereto and from and against all loss, damage, arising or incurred because of the storage, maintenance, use, handling, repair, loading, unloading or operation, of any of the leased equipment thereon or thereon.
- (aj) Lessee will indemnify and save Lessor harmless from any loss, cost or expense of any kind from any liability to any person, or entity on account of any damage to persons or property arising out of any failure of Lessee to comply in any respect with and perform any of the requirements and provision of the Lease.
- (ak) Lessee shall not have the right to assign this Lease, sublet, rent, otherwise hire out, part with possession of, any of said leased equipment to any person, firm, partnership, association or corporation, without prior written consent of Lessor; consent shall not be unreasonably withheld. Lessor may at anytime, without notice to Lessee, transfer, assign or grant a security interest in this Lease Agreement or any item or other Rental or other sums due or to become due hereunder. Lessor's Transferee and Assignee shall have all of Lessor's rights and remedies hereunder.
- (al) This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understanding not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants and conditions, and other provisions of this agreement may hereafter be changed, amended, or modified only by an instrument in writing specifically purporting to do so and signed by the parties to be bound thereby. ANY AMENDMENT, MODIFICATION OR ADDENDUM TO THIS LEASE AGREEMENT TO BE BINDING, LESSOR MUST BE SIGNED BY AN EXECUTIVE OFFICER OF LESSOR. If this Lease Agreement or addendum hereto is not acceptable to Lessor, the Lessee will be notified within 21 days of the date of this Agreement. This lease and the terms and conditions as set forth herein are subject to the approval of the Chief Financial Officer of the Lessor.
- (am) This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event any provision in this Agreement shall be deemed invalid, all other provisions shall survive and remain in full force and effect.
- (an) The parties hereby agree that venue is proper in Broward County, Florida for any legal action. Lessee waives any right to a trial by jury.
- (ao) The parties hereby acknowledge that each and every promise, covenant and condition contained herein was bargained for, provided for, and agreed upon based on good and valuable consideration.
- (ap) Lessee acknowledges that certain leased equipment and leased items will require a governmental entry permit. The permit will be the responsibility of Lessee to obtain, at Lessee's sole cost and expense. If the Lessee would like Advanced Modular Structures, Inc., on their behalf, to obtain the permit, the Lessee will enter into a separate written agreement with Advanced Modular Structures, Inc. and the cost of obtaining that permit and a fee to be charged by Advanced Modular Structures, Inc. will be negotiated between the parties and is separate and distinct from this Lease Agreement.
- (aq) Lessee further acknowledges that steps or ramps for access to certain leased equipment are available. Lessee understands that if they rent steps or ramps from Lessor, Lessee is fully responsible for the safe use of the steps or ramps, and all conditions of this agreement apply to steps or ramps.
- (ar) LESSOR'S ADMINISTRATIVE COSTS: Lessee shall reimburse Lessor for any administrative costs Lessor incurs in responding to request from Lessee for Lessor to execute documents requiring review by Lessor's attorneys and consultants, including by way of illustration and not limitation, documents seeking to have Lessor waive its statutory lien rights in favor of a lender providing financing to Lessee with collateral based upon Lessee's personal property, lease subordination, lease modifications, attornment and escrowed agreements and the like. Lessee shall be responsible for reimbursing Lessor for Lessor's attorney's, consultants' fees, Lessor's reasonable administrative costs in responding to same.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

NOTEN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Patricia A. Willis warrants that he/it has not employed, retained or otherwise had a t on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Patricia A. Willis
(signature)

Date: 5/24/05STATE OF FloridaCOUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Patricia A. Willis who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 24 day of

May, 2005

Linda F. Juarez
NOTARY PUBLIC

My commission expires:

OMB - MFP



Linda F. Juarez
Commission #DD277086
Expires: Dec 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.